

# Conditions short-term travel and cancellation insurance



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## 1. General information

This is a translation of the original Dutch text. In case of any disparity between the Dutch original and this translation, the Dutch text will prevail.

### 1.1 These conditions describe the terms of your insurance.

This insurance covers the financial consequences of setbacks during a *trip* and/or in the event of cancellation of a *trip*. You can choose the following parts of the cover:

- *cancellation*
- *winter sports*

Your chosen cover is stated in your policy. Do you have any questions? You can find more information at [abnamro.nl/en/personal/insurance/my-insurances-policies.html](https://abnamro.nl/en/personal/insurance/my-insurances-policies.html). Or call us on 0900 0024 (*normal call charges*).

### 1.2 What do the words in italics mean?

In this document, words printed in italics have a special meaning. They are explained in the glossary.

### 1.3 When should you call the ABN AMRO Emergency Service and how do you report damage?

In the event of a serious illness, death, missing person, *accident*, *unforeseen expenses*, *breakdown* on the road, surgery or hospitalisation, you must contact the ABN AMRO Emergency Service within 24 hours.

You must also report any *medical expenses* to your health insurer. The ABN AMRO Emergency Service can be reached at any time of the day or night on telephone number +31 (0)26 400 23 45.

Does *damage* occur or does something happen to an *insured person* during a *trip*? You should report this as soon as possible. This can be done in two ways:

- online via [abnamro.nl/schade](https://abnamro.nl/schade). You can change the language to English in the top right corner;
- by telephone, via +31 (0)38 496 71 23 (*normal call charges*).

## What do these conditions say?

### 1. Genral information

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- 3.3 Your insurance never covers a payout for an *accident*:
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**Glossary with explanation of the words printed in italics.**

**Attachment: Clauses Sheet Terrorism Cover**

## 2. What does your short-term travel insurance and/or cancellation insurance cover?

Your insurance covers the consequences of setbacks during a *trip* and/or in the event of cancellation of a *private trip*. The cause must be sudden and unforeseen.

Your insurance consists of several parts and applies in *Europe* or worldwide. The cover depends on the choices that *you* have made and is stated on your policy.

Please note: there are also situations that your insurance never covers. So be sure to read not just about what your insurance will cover, but also what it will never cover.

### 2.1 What does your insurance cover if *you* have taken out the short-term travel insurance part?

If your policy states that *you* have taken out the short-term travel insurance part, your insurance cover during a *private trip* of an *insured person* will be as follows:

- *help assistance* in the event of an *accident*, illness, hospitalisation or death of an *insured person*;
- *help assistance* in the event of a premature return journey of an *insured person* to the Netherlands and/or in the event that the *means of transport* breaks down or the driver becomes incapacitated;
- *damage* to the *luggage* of an *insured person*;
- a payment if an *insured person* becomes permanently disabled or dies due to an *accident*;
- *medical expenses* incurred abroad due to illness or an *accident* of an *insured person* during a *trip* abroad.
- *unforeseen expenses* of an *insured person*. Please note: this is only covered if we give prior permission to incur costs in connection with:
  - an illness or *accident* of an *insured person*;
  - death abroad or an *insured person* becoming a missing person;
  - the incapacitation of an *insured person* as the only driver of the *means of transport*;
  - the incapacitation of the *means of transport* of an *insured person* while on a *trip* due to *breakdown* or an *accident*;
  - *damage* to a *holiday home* and an *insured person* being responsible for this;
  - irreparable *damage* to a tent used by an *insured person* during a *trip*;
  - loss or theft of travel documents, strike, border closure or *natural disaster*;
  - over eight hours of delay in the arrival of the *luggage* at the travel destination on the outward journey;
  - a premature return journey of an *insured person* in connection with a life-threatening illness or a serious *accident* of an *insured person*;
  - a premature return journey of an *insured person* in connection with a life-threatening illness, serious *accident* or death of a *close family member* of an *insured person* or a *travelling companion*;
  - a premature return journey of an *insured person* in connection with serious *damage* to a home or company of an *insured person* or a *travelling companion*, which requires immediate personal presence.

### 2.2 What does your insurance cover during a *private trip* if *you* have also taken out insurance for the *winter sports* part?

If the policy states that *you* have cover for *winter sports*, the cover of your insurance then also applies while an *insured person* engages in *winter sports*. We also cover the rental costs of *winter sports equipment* after theft or damaging of the *winter sports equipment* of an *insured person*.

## 2.3 What does your insurance cover if you have taken out the cancellation part?

If the policy states that *you* have cover for cancellation, your insurance also covers the *cancellation charges* of an *insured person* prior to or during a *private trip* due to:

- a serious illness, serious injury after an accident or death of an *insured person*, or their *partner*, *close family member* or *household member*;
- a serious illness, serious injury after an accident or death of a person abroad with whom an *insured person* was supposed to stay, and this is consequently no longer possible;
- a serious illness, serious injury after an accident or death of a *manager of the affairs*;
- death of a close friend or *third-degree family member*;
- a complication of pregnancy or existing illness of an *insured person*, their *partner* or *child*;
- pregnancy of an *insured person* after the *trip* has been booked;
- a necessary operation of an *insured person*, *partner* or *child*;
- the provision of *informal care* for a *close family member* of an *insured person* or a *household member* of an *insured person*;
- the fact that an *insured person* is unexpectedly given custody of an acknowledged adopted child as a consequence of which the *trip* cannot take place;
- cancellation of the *trip* intended for the adoption of an acknowledged adopted child;
- the fact that an *insured person* cannot have a mandatory vaccination for a *trip* on a medical recommendation;
- serious *damage* to a home or company of an *insured person* or a company where the *insured person* is employed, which requires immediate personal presence;
- *damage* to the *holiday home* of an *insured person*, and staying there or anywhere else is not possible;
- loss or theft of travel documents;
- unemployment of an *insured person* due to forced redundancy;
- the unemployed *insured person* accepting an employment contract of at least 20 hours per week, which requires personal presence;
- breakdown of the *means of transport* within 30 days before the start of the *trip*, and repairs or a replacement *means of transport* can no longer be arranged in time;
- unexpected allocation of a rented house or unexpected completion of an owner-occupied house during the *trip* or within 30 days prior to this, and the *insured person* cannot postpone the date set for this purpose;
- failing to obtain the required visa without fault on the part of the *insured person*;
- a secondary school re-examination that an *insured person* can only take during the *trip*;
- a divorce, dissolution of a notarial cohabitation contract or termination of an *insured person's* long-term household;
- delay in departure or arrival of more than eight hours of an aircraft, bus, train or boat, but only if the *trip* takes longer than three days;
- an *event* that happens to a *travelling companion*, but only if this *event* is also covered under these conditions.

### 3. What does your short-term travel insurance and/or cancellation insurance never cover?

#### 3.1 Your insurance never covers *damage, payouts for an accident or costs for help assistance, unforeseen expenses, medical expenses or cancellation costs*:

- caused or arisen before the start or after the end of your insurance. Please note: if your *trip* takes longer due to an insured event, the cover is then valid until the first possible return journey of an *insured person* to their place of residence in the Netherlands;
- in connection with a *trip* to an area that the Ministry of Foreign Affairs has classified as orange or red. See also [nederlandwereldwijd.nl](https://nederlandwereldwijd.nl). Please note: this does not apply if an *insured person* was already demonstrably in this area. In that event, the *insured person* has to leave this area as soon as possible;
- while an *insured person* engages in *winter sports*. Please note: this does not apply if your policy states that *you* have cover for *winter sports*;
- if national or international laws or rules prohibit this;
- due to intent, recklessness, serious fault, serious negligence or an illegal activity of an *insured person*;
- due to carrying out physical, professional or commercial work;
- due to an *insured person* being under the influence of a *narcotic substance*;
- due to an *insured person* intentionally participating in a brawl;
- due to *acts of war* or a *nuclear reaction*;
- in connection with *fraud* by an *insured person*.

#### 3.2 Your insurance never covers *damage to luggage*:

- that was caused by or arose because an *insured person* was not careful enough and did not do their utmost to prevent or limit the *damage*;
- during a *trip* with an aircraft, bus, train or boat for *valuable luggage* an *insured person* did not bring as hand luggage;
- that are covered or compensated based on a law, provision or another insurance, or that would be covered or compensated on that basis if this insurance did not exist;
- due to theft from a *motor vehicle* without visible damage caused by forcible entry;
- due to theft from a *motor vehicle* if it could be seen from the outside that it contained *luggage*;
- due to an *inherent defect* or if it stops functioning by itself;
- due to attachment or expropriation by the government;
- due to a plant, mould, bacteria or vermin, or that only consists of *disfigurement*.

#### 3.3 Your insurance never covers a payout for an *accident*:

- due to an *accident* of an *insured person* in connection with the practice of a *dangerous sport*;
- caused or worsened by an existing illness or disorder of an *insured person*;
- due to insanity, suicide or an attempted suicide of an *insured person*;
- due to a voyage by air whereby an *insured person* is the pilot.

#### 3.4 Your insurance never covers *unforeseen expenses*:

- due to an *accident* of an *insured person* in connection with the practice of a *dangerous sport*;
- if a *means of transport* used by an *insured person* on a *trip* is not properly maintained or too heavily loaded;
- due to *damage* to a tent that has an *inherent defect*;
- due to an *accident* that is not covered;
- that are not reasonable or not necessary.

### 3.5 Your insurance never covers *medical expenses*:

- due to an *accident* of an *insured person* in connection with the practice of a *dangerous sport*;
- that are not *medically necessary* or that can be delayed until the return to the Netherlands;
- of an *insured person* who does not have Dutch health insurance;
- that are covered or compensated based on a law, provision or another insurance, or that would be covered or compensated on that basis if this insurance did not exist;
- that could be expected or were planned before the start of a *trip*;
- of a dental prosthesis, an implant or incurred in a rest home or convalescence home;
- due to an *accident* that is not covered.

### 3.6 Your insurance never covers *cancellation charges*:

- due to an *accident* of an *insured person* in connection with the practice of a *dangerous sport*;
- if the start date of this insurance is more than 14 days after the date on which the *trip* was booked;
- due to an *event* that was foreseeable when taking out this insurance or when booking the *trip*;
- due to breakdown of a *means of transport* due to an *inherent defect*;
- that are covered or compensated based on a law, provision or another insurance, or that would be covered or compensated on that basis if this insurance did not exist;

## 4. What happens if you report *damage* to us and what do we pay out?

### 4.1 What do we do if you report *damage* to us?

If you report *damage* to us, we will determine what has happened. We will then establish whether the *damage* is covered and the extent of the *damage*. You must provide us with the information we need.

We may sometimes request that an *expert* helps us to establish the cause and extent of the *damage*. If you do not agree with the extent of the *damage* established by our *expert*, you may appoint another *expert* yourself. We compensate the costs for this if these are reasonable. If you would like to know which costs we consider reasonable, please contact us in advance. If you and we each appoint an *expert*, then both of these experts will first jointly appoint an independent *expert*. This *expert* is called an arbitrator. The experts that you and we have engaged will first try to reach an agreement. If they are unable to agree, the arbitrator will then make a final decision. The arbitrator's decision is binding on you and us.

In the event of failure by you or another *insured person* to cooperate with the assessment of the *damage* or to comply with another obligation under these conditions we may refuse to pay out.

### 4.2 When does an *accident* have to be reported?

If an *insured person* has had an *accident* and may become permanently disabled as a result, you must report this to us as soon as possible, but no later than 180 days after the *accident*.

If an *insured person* dies due to an *accident*, the legal heirs must report this to us no later than 48 hours before the funeral.

### 4.3 How do we determine whether there is cover?

In order to determine whether there is cover, we use these conditions, your policy and the information about the *damage* we received.

#### 4.4 Limited cover for *terrorism*-related damage

We are not always able to take upon ourselves the responsibility for *damage* caused by *terrorism*. In that case we compensate only the *damage* that is insured by the Netherlands Terrorism Risk Reinsurance Company (Herverzekeringsmaatschappij voor Terrorismeschade, NHT).

In any given calendar year, a maximum of €1 billion is made available for the compensation of all *damage* in the Netherlands caused by *terrorism*. This maximum amount is made available to all insurers in the Netherlands who participate in the NHT, but only for incidents for which their policies provide *damage* compensation. If the *damage* caused by *terrorism* in a given year is greater than €1 billion, the NHT sets a payout ratio: the NHT determines the percentage of compensation payable to those insurers who participate in the NHT. We first determine the extent of the *damage*, minus any deductible. We will then reimburse *you* a percentage of this amount that is equal to the payment percentage determined by the NHT. If the total amount of *damage* is less than €1 billion, or if the NHT does not pay us for some other reason, we then pay *you* in accordance with these policy conditions.

If *you* would like to know more about this topic, please read the appended Terrorism Cover Clauses Sheet that forms part of these policy conditions. Or consult the NHT website, [www.terrorisneverzekerd.nl](http://www.terrorisneverzekerd.nl), where you will find contact details, news and backgrounds. The Claims Settlement Protocol on the website also explains how the NHT handles *damage* claims. If *you* report the *damage* two years or later after the NHT has decided whether there is a loss from *terrorism*, you forfeit all rights to compensation for *damage*.

#### 4.5 How do we determine the extent of cover for *damage* to *luggage*?

The extent of the *damage* is the new-for-old value immediately prior to the *damage* less the market value immediately after the *damage*.

Please note: if the *luggage* is more than 180 days old, we will take the *current market value* instead of the new-for-old value as a starting point.

#### 4.6 How do we calculate the amount that *you* will be paid?

We take the extent of the *damage* as the basis for the payout. Please note: we will not do so if the repair costs are lower than the extent of the *damage*. In that case, we compensate the repair costs. If your policy includes an individual deductible, we deduct that from the payout or from the compensation for the repair costs. If a maximum insured amount applies, we will first apply this maximum and then the excess. We pay out the remainder.

We may also compensate for the *damage in kind*. If we decide to do so, we will have the *damage* repaired by a company from our repair network. *You* do not need to make a pre-payment. The repairer will send the invoice directly to us. However, *you* will have to pay the repairer the excess. If it is not possible to repair your *luggage*, we may also have it replaced.

For the *items* mentioned, in case of *damage* to *luggage*, the following maximum insured amounts per *insured person* per *trip* apply, unless indicated otherwise:

	Standard cover	Comprehensive coverage
total of all <i>luggage</i> together	€ 1,750	€ 3,500
photo, film, video or sound equipment	€ 1,250	€ 2,500
computer equipment	€ 1,250	€ 2,500
bicycles, strollers or wheelchairs	€ 625	€ 1,250
personal jewellery	€ 375	€ 750
(sun)glasses or contact lenses	€ 250	€ 500
mobile phones, smartphones, smartwatches or tablets	€ 375	€ 750
money or checks (of all insured persons together)	no coverage	€ 250 per <i>trip</i>
property bought or received during the trip (of all insured persons together)	€ 350 per trip	€ 350 per <i>trip</i>

Please note: we may also claim the damaged *luggage*, have it repaired or replaced with a similar *item*. If we claim the damaged *luggage*, we will become the owner of this *luggage* after compensation. If lost or stolen *luggage* is recovered within six weeks, *you* must take it back. If *you* have already received a payout from us for this, *you* must then repay this.

#### 4.7 How do we determine the payout in the event of covered permanent disability or death due to an *accident*?

For the payout in the event of permanent disability, we take the maximum insured amount as a starting point. This maximum insured amount is included in the overview below. We multiply this amount by the degree of disability of an *insured person*. We determine this degree according to the *AMA Guidelines*. In this context, we do not take into account an occupation or hobby. Permanent disability must be established by an independent physician within two years after the *accident*.

If an *insured person* dies before the degree of disability has been established and this is not caused by the covered *accident*, we then pay out an amount that is compatible with the reasonably expected permanent disability immediately prior to the death.

Please note: if the *insured person* was already permanently disabled before the *accident* and their loss of function increased due to the *accident*, only the increased loss of function is then taken into account when determining the payout.

We establish the final payout for permanent disability if this no longer changes. This is in any event done within two years after the *accident*. If establishing a payout takes longer than a year, we then increase the payout after the first year by the statutory interest. We pay out the calculated amount for permanent disability to *you*. If an *insured person* dies due to an *accident*, we then pay out the insured amount to the legal heirs. The insured amount is included in the overview below.

For a payout due to an *accident*, the following maximum insured amounts per *insured person* per *trip* apply:

	Standard cover	Comprehensive coverage
permanent disability due to an <i>accident</i>	€ 50,000	€ 100,000
death due to an <i>accident</i>	€ 17,500	€ 35,000

#### 4.8 How do we determine the payout in the event of insured *unforeseen expenses*?

We compensate insured *unforeseen expenses* on the basis of the cost price up to the maximum insured amount that is included in the overview below. We compensate the following:

- extra travel expenses of an *insured person*;
- replacement transport in the event of failure of the *means of transport* during the *trip*, which *means of transport* cannot be repaired within 24 hours. This is covered up to a maximum of €75 (standard cover) or €150 (extended cover) per day for a maximum of 30 days;
- extra accommodation expenses of an *insured person* or the rent of a similar replacement *holiday home*. The extra accommodation expenses due to breakdown of a *means of transport* or due to *damage* to a tent are covered up to a maximum of €50 (standard cover) or €100 (extended cover) per *insured person*, per day;
- a substitute driver and repatriation of the remaining insured persons;
- returning *luggage* of an *insured person* to the residential address in the Netherlands due to a serious illness, *accident* or death of an *insured person*;
- visiting costs in the event of hospitalisation of an *insured person*;
- extra travel or accommodation costs for no more than two persons coming over for a visit of no more than three days to an *insured person* in the event of a serious illness or *accident*;
- transport of the body of a deceased *insured person* to the place of residence;
- a funeral of a deceased *insured person* abroad and the travel expenses of *family members* to this end. But only if the body of the deceased *insured person* is not transported to the Netherlands;
- an investigation or rescue operation after an *insured person* has been in an *accident* or has become a missing person;
- a premature return journey of an *insured person* in connection with a life-threatening illness or a serious *accident* of an *insured person*;
- a premature return journey of an *insured person* due to death, a life-threatening illness or an *accident* of a *close family member* of an *insured person* or *travelling companion*. Or due to serious *damage* to a home or a company of an *insured person* or *travelling companion*. This also includes the costs to travel back to the travel destination within a month afterwards;
- *ski costs* paid in advance but not used of an *insured person* who can no longer ski due to an *accident*, hospitalisation or a covered premature return journey;
- *damage* to a rented *holiday home* for which an *insured person* is liable;
- extra telephone costs;
- clothing or toiletries purchased because the *luggage* of an *insured person* arrived at the travel destination more than eight hours late on the outward journey and transit.

If your policy states that *you* have cover for *winter sports*, and an *insured person* can no longer ski due to an *accident*, hospitalisation or a covered premature return journey, the *ski costs* paid in advance but not used by an *insured person* are then covered.

For *unforeseen expenses*, the following maximum insured amounts apply per *trip*:

	Standard cover	Comprehensive coverage
cost of a funeral abroad of an <i>insured</i> and travel expenses of family members in this context	€ 5,000	€ 5,000
cost in case of damage to a holiday home or tent	€ 750	€ 1,500
necessary purchases during a trip	€ 300	€ 600
telephone costs other than to the ABN AMRO Emergency	€ 175	€ 350
visiting costs in case of hospitalisation of an insured	€ 300	costs price
costs caused by incapacitation of the means of transport	€ 2,250	€ 4,500

#### 4.9 How do we determine the payout in the event of covered *medical expenses*?

We compensate insured person *medical expenses* on the basis of the cost price up to the maximum insured amount that is included in the overview below. We compensate the following:

- costs of a physician or specialist;
- costs of hospitalisation or surgery;
- costs of transporting an *insured person* to and from a physician or hospital abroad;
- an x-ray or radiation treatments;
- prescribed medication, bandages or treatments by a physician;
- dental costs for emergency care or aftercare in the event of an *accident*;
- a prosthesis prescribed within one year of an *accident*.

For *medical expenses*, the following maximum insured amounts per *insured person* per *trip* apply:

	Standard cover	Comprehensive coverage
dental costs abroad and follow-up treatment in the Netherlands	€ 375	€ 750
cost of prostheses	€ 700	€ 700
costs of follow-up treatment (With the exception of dental cost) in the Netherlands	€ 375	€ 750

If your health insurance fails to compensate one of the *medical expenses* stated in the policy to *you* within a reasonable period, we will advance *you* this amount without interest. In that event, *you* do have to transfer the rights to compensation of these costs to us.

## 4.10 How do we determine the payout in the event of covered *cancellation charges*?

The amount of the payout for insured *cancellation charges* varies depending on the situation. In this context, the following applies:

- If an *insured person* cancels the *trip* before departure, we only compensate the part of the *total travel costs* for this *insured person*. If part of these costs are repaid by the agency where the *trip* was booked, we deduct that amount from the compensation;
- If an *insured person* prematurely terminates the *trip* or they have to interrupt the *trip*, we only compensate the part of the *total travel costs* of the missed travel days of this *insured person*;
- If an *insured person* is hospitalised with at least one overnight stay, we then only compensate the part of the *total travel costs* of the days of hospitalisation for all *insured persons*;
- If an *insured person* experiences more than eight hours delay of an aircraft, bus, train or boat to the travel destination, then in the event of a delay of up to 20 hours, we only compensate the part of the *total travel costs* of one day. In the event of a delay of 20 to 32 hours, we only compensate the part of the *total travel costs* of two days. In the event of a delay of more than 32 hours, we only compensate the part of the *total travel costs* of three days;
- For *cancellation charges*, we apply a maximum insured amount per *trip*. This amount is stated in your policy. We never pay out more than this amount for *cancellation charges*.

## 5. What other agreements are there?

### 5.1 When does your insurance cover begin?

The insurance cover begins on the start date. The start date is shown in your policy.

### 5.2 When does your insurance end automatically?

Your insurance cover automatically ends on the end date. The end date is shown in your policy.

### 5.3 When are we allowed to terminate your insurance policy?

Your insurance may be terminated immediately by us in the event of *fraud* committed by *you* or another *insured person*. In that case, we may also terminate other non-life insurance policies that *you* have with us with immediate effect.

### 5.4 When do you pay the premium?

*You* pay the premium, including insurance premium tax, before your insurance cover starts. If *you* do not pay the premium, we may refuse a payout in the event of a *damage* claim or *accident*. *You* are nevertheless still obliged to pay the premium.

### 5.5 Transference or limitation period

In the event of *damage* or an *accident* *you* cannot transfer any objects to us.

Claims expire:

- three years after a payout or refusal of cover for an *accident* or *damage* claim.
- three years after a *damage* claim or *accident* occurred and *you* became aware of this *damage* or *accident*;
- three years after the last point of contact with *you* or a person representing *you* about a *damage* claim or *accident* that has been reported.

## 5.6 Complaints

If *you* are dissatisfied with this insurance policy or with our services, *you* can file a complaint with us. Details of how to file a complaint are given at [abnamro.nl/klacht](https://abnamro.nl/klacht). You can change the language to English in the top right corner. If *you* are dissatisfied with the handling of your complaint, *you* may escalate the matter to the independent Financial Services Complaints Board (Kifid), via [kifid.nl](https://kifid.nl) or to PO Box 93257, 2509 AG The Hague. *You* may also present your complaint to a Dutch court.

If Kifid handles a case that also involves a disciplinary aspect, it will refer that part of the complaint to the Financial Services Disciplinary Board (Insurance Matters) (Tuchtraad Financiële Dienstverlening (Assurantiën)). Kifid will inform *you* about this. This also applies if a complaint relates solely to a disciplinary matter. *You* must also file this complaint with Kifid.

## 5.7 Privacy protection and electronic recording

We abide by the Code of Conduct for the Processing of Personal Data by Insurers (Gedragscode Verwerking Persoonsgegevens Verzekeraars). This Code of Conduct can be found under 'Self-regulation' on [verzekeraars.nl](https://verzekeraars.nl).

If we communicate with *you* by electronic means, such as via the internet, email or telephone, we may record this communication electronically for the purposes of documentation or to improve our service levels.

## 5.8 How do we protect ourselves and *you* against deliberately incorrect information, fraud or deception?

We assume that *you* will provide us with full and accurate information. If we suspect the presence of deliberately inaccurate information, fraud or deception we may conduct research into this. We will do so in accordance with the guidelines laid down by the *Dutch Association of Insurers* (Verbond van Verzekeraars). As we work together with *Nationale Nederlanden*, we also adhere to their guidelines. More information on this matter can be found at [abnamro.nl/klantgericht-verzekeren](https://abnamro.nl/klantgericht-verzekeren). You can change the language to English in the top right corner.

After completing this research we will take a decision, for instance a decision to immediately terminate the insurance contract or to withhold payment, or also to terminate other insurance policies in force with us. We may also decide to reclaim any compensation payments and recover our research costs. We may also inform the police. All these measures ensure that *you* do not pay excessive premiums because others are abusing their insurance.

## 5.9 External processing of personal data by the Central Information System

To ensure a responsible acceptance, risk and fraud policy, we may consult and record data about *you* and your insurance policies in the Central Information System of insurance companies operating in the Netherlands (Stichting CIS). CIS processes personal data in order to manage insurers' and authorised agents' risks and to combat *fraud*. More information on CIS, including their privacy regulations, can be found on their website. CIS contact details: telephone number: +31 (0)70 333 85 11; website [www.stichtingcis.nl](https://www.stichtingcis.nl); postal address: Stichting CIS, PO Box 91627, 2509 EE The Hague, the Netherlands.

### 5.10 Sanctions laws and regulations

We may be forbidden by law from entering into an insurance contract with *you*. This is because of national and international sanctions and other rules. If *you* or another interested party has been placed on a national or international sanctions list, we will not be able to offer you insurance.

We check this in retrospect. For this reason, a 'condition precedent' applies. The condition precedent is as follows: 'The contract may only be agreed if it has been verified that it is not the case that it is forbidden, on the basis of sanctions laws or regulations, to offer financial services to or on behalf of a policyholder; *insured persons*, *co-insured persons*, and other persons or legal entities who might stand to benefit from the existence of such an agreement; representatives and authorised persons of the company of a policyholder; the ultimate beneficial owners of the company of a policyholder.'

### 5.11 Dutch law

This insurance cover is governed by the laws of the Netherlands. If a dispute leads to a court case, the dispute will be submitted to a Dutch court.

## Glossary

Definitions	Explanation
<b>Accident</b>	<p>is a sudden and unexpected force as a result of which an <i>insured person</i> suffers a physical injury or dies. The physical injury must be medically determinable and the force must be inflicted directly on the body of the <i>insured person</i> from an external source. In our definition, <i>accident</i> also includes:</p> <ul style="list-style-type: none"> <li>• sprains, dislocation or tearing of a muscle or tissue; suffocating, drowning, freezing or sunstroke;</li> <li>• infection of wounds or blood poisoning arising in connection with an <i>accident</i>;</li> <li>• a lack of subsistence due to a shipwreck, getting lost, emergency landing, flood, being snowed in or ice-bound;</li> <li>• complications or worsening of an injury due to the emergency response or medical treatment of an <i>accident</i>;</li> <li>• lumbago, sprained muscles or strains;</li> <li>• tenosynovitis, whiplash or lateral epicondylitis (tennis elbow);</li> <li>• skin injury of a hand or foot due to friction with a hard object;</li> <li>• sudden poisoning as a result of inhaling a harmful gas, a harmful vapour or poisonous substance. Please note: this does not include poisoning due to the use of medicine or alcoholic beverage or an allergic reaction;</li> <li>• an <i>accident</i> when saving or necessarily defending a human or animal;</li> <li>• typhus, paratyphoid fever, dysentery or Weil's disease caused by: an involuntary fall into the water or another liquid;</li> <li>• an attempt to save a human or animal from the water or another liquid.</li> </ul>
<b>Acts of war</b>	<p>is organised violence, such as:</p> <ul style="list-style-type: none"> <li>• armed conflict: any situation in which states or other organised parties fight against each other, or at least the one against the other, using military force. armed conflict includes an armed action by a United Nations peacekeeping force.</li> <li>• civil war: a more or less organised violent combat between inhabitants of the same state involving a large proportion of the inhabitants of that state;</li> <li>• insurrection: organised violent opposition within a state, directed against the public authority;</li> <li>• internal disturbances: more or less organised violent acts, arising at various different places within a state;</li> <li>• riot: a more or less organised local violent movement, directed against the public authority;</li> <li>• mutiny: a more or less organised violent movement of members of any armed force directed against the authority under which they resort.</li> </ul>
<b>AMA Guidelines</b>	are the last known Guidelines for establishing a degree of disability of the American Medical Association and the additions made thereto by the Netherlands Association for Neurology and the Netherlands Orthopaedic Association.
<b>Breakdown</b>	is an engine failure, mechanical or electronic failure that causes the <i>means of transport</i> to break down.
<b>Cancellation charges</b>	are the costs of cancellation, interruption or premature termination of a <i>trip</i> .

<b>Child</b>	is a resident <i>child</i> of yours or your cohabiting <i>partner</i> . By <i>child</i> , we also mean a <i>child</i> living with an ex-partner, a child-inlaw, grandchild or foster child living with <i>you</i> in a family relationship, a <i>child</i> living away from home for full-time study or staying in a nursing or care home.
<b>Close family member</b>	is a child, (step or foster) parent, parent-in-law, grandchild, grandparent, brother, sister, brother-in-law, sister-in-law or partner.
<b>Current market value</b>	is the new-for-old value of an <i>item</i> immediately before the <i>damage</i> , less depreciation on the basis of its age. We use the depreciation list as a starting point for depreciations. The depreciation list can be found at <a href="https://abnamro.nl/afschrijvingslijst">abnamro.nl/afschrijvingslijst</a> .
<b>Damage</b>	is material damage to or loss of an <i>item</i> . In our definition, <i>damage</i> includes <i>unforeseen expenses</i> , <i>medical expenses</i> , <i>cancellation charges</i> and a payout for an <i>accident</i> .
<b>Dangerous sport</b>	is a sport with a higher than normal chance of physical injury. We use the overview of dangerous sports as a starting point. The overview of dangerous sports is listed at <a href="https://abnamro.nl/gevaarlijke-sporten">abnamro.nl/gevaarlijke-sporten</a> .
<b>Disfigurement</b>	is discolouration, ageing, deformity, corrosion, stains, scratches, small dents and other superficial damage that does not affect the normal use of an <i>item</i> .
<b>Dutch Association of Insurers</b>	is an interest group for insurers in the Netherlands. See also <a href="https://verzekeraars.nl">verzekeraars.nl</a> .
<b>Europe</b>	is all countries of <i>Europe</i> . In our definition, <i>Europe</i> also includes Russia up to the eastern border of the Urals, Algeria, Egypt, Israel, Lebanon, Libya, Morocco, Syria, Tunisia, Turkey and the islands of Spain and Portugal.
<b>Event</b>	is an incident. We consider several incidents that have the same cause to be one <i>event</i> .
<b>Expert</b>	is an expert person who has undertaken to adhere to the Code of Conduct for Loss Adjustment Agencies.
<b>Flooding</b>	is the giving way, breaking through or flooding of a dike, quay, sluice or other water defence. <i>Flooding</i> also includes water bursting the banks.
<b>Fraud</b>	is obtaining an unlawful benefit through deliberate misrepresentation in which situations are represented as being different than they really are.
<b>Help assistance</b>	is help by the ABN AMRO Emergency Service.
<b>Holiday home</b>	is the accommodation of an <i>insured person</i> at the travel destination. We do not include camper vans, touring caravans, boats and/or related <i>items</i> under <i>holiday homes</i> .
<b>Household member</b>	is a person who has lived with an <i>insured person</i> at the same address for a longer period of time.
<b>In kind</b>	is the compensation for <i>damage</i> in the form of a product or service rather than money. For example, a smartphone repaired or replaced after <i>damage</i> by a company from our repair network.
<b>Informal care</b>	is unpaid and often long-term care for a <i>family member</i> who is ill. This may be personal care or assistance with daily activities.
<b>Inherent defect</b>	is <i>damage</i> that does not arise due to an external event, but due to a feature or defect of the <i>item</i> itself.
<b>Insured person</b>	is a person included as an <i>insured person</i> stated in the policy.
<b>Item</b>	is a tangible object as defined in the Dutch Civil Code.

<b>Luggage</b>	are all private <i>items</i> for personal use taken on a <i>trip</i> by an <i>insured person</i> or that an <i>insured person</i> has on them during a <i>trip</i> . <i>Luggage</i> also refers to travel documents or an <i>item</i> an <i>insured person</i> buys or rents during a <i>trip</i> . <i>Luggage</i> does not include: <ul style="list-style-type: none"> <li>• a <i>motor vehicle</i>, vessel, aircraft, drone, trailer or outboard engine;</li> <li>• a caravan or folding caravan. And everything that belongs to it;</li> <li>• an <i>item</i> with a business purpose or that is moved;</li> <li>• art, antiques, collections, stamps or photographs;</li> <li>• any other documents than travel documents.</li> </ul>
<b>Manager of the affairs</b>	is a person who represents the interests of an <i>insured person</i> .
<b>Means of transport</b>	is a <i>motor vehicle</i> , bicycle, moped or pleasure craft with which an <i>insured person</i> makes the biggest part of the <i>trip</i> . In our definition, <i>means of transport</i> also includes a caravan or trailer.
<b>Medical expenses</b>	are expenses for physicians, dentists, specialists, hospitalisation and surgery that are <i>medically necessary</i> . These expenses also include x-rays, radiation treatments, medication, bandages, treatments and prostheses prescribed by a physician, as well as <i>medically necessary</i> transport of you to physicians and hospitals.
<b>Medically necessary</b>	is necessary according to a qualified physician and there is no possibility of postponement.
<b>Motor vehicle</b>	is a passenger car or a motorcycle that can be driven with a Dutch driving licence A or B/E.
<b>Nationale Nederlanden</b>	is NN Group N.V. of which we are a part.
<b>Normal call charges</b>	are your usual telephone call charges, without surcharges. Your telephone provider determines these charges.
<b>Narcotic substance</b>	is a substance that causes a person to think or act with a decreased degree or awareness than they would have done had they not taken the substance.
<b>Natural disaster</b>	is an avalanche, <i>flooding</i> , being snowed in, earthquake, tsunami, volcanic eruption or cyclone (wind force 12 and above).
<b>Nuclear reaction</b>	is a nuclear reaction whereby energy is released such as nuclear fusion, nuclear fission or radioactivity.
<b>Part of the cover</b>	is a portion of the coverage <i>you</i> can opt for. <i>You</i> can opt for cancellation and <i>winter sports</i> .
<b>Partner</b>	is a husband, wife, registered <i>partner</i> or the <i>partner</i> with whom an <i>insured person</i> cohabits on a long-term basis.
<b>Private trip</b>	is a <i>trip</i> by a private person for relaxation in his or her free time. In our definition, this also includes holiday work, a training course or unpaid volunteer work during a <i>trip</i> . In our definition, <i>private trip</i> does not include <i>business trips</i> .
<b>Ski costs</b>	are costs of ski passes, lift passes, hired skis and skiing lessons.
<b>Terrorism</b>	is <i>terrorism</i> , malicious contamination, or taking preventative measures as described in the Terrorism Cover Clauses Sheet. This Clauses Sheet, which forms part of these policy conditions, is enclosed as an appendix.
<b>Third-degree family member</b>	is an uncle, aunt, child of your brother or sister, great-grandparent or great-grand-child.
<b>Total travel costs</b>	is the amount that was or has to be paid before the start of the <i>trip</i> for the booked or reserved holiday home or transport. In our definition, this includes activities booked and paid for in advance during a <i>trip</i> .

<b>Travelling companion</b>	is another person with whom an <i>insured person</i> makes a <i>trip</i> or with whom they are planning to make a <i>trip</i> .
<b>Trip</b>	is a stay outside the place of residence. A <i>trip</i> starts if an <i>insured person</i> or their <i>luggage</i> leaves their home in the Netherlands and ends upon the return to the Netherlands. In our definition, <i>trip</i> does not include a stay at a seasonal or annual site in the Netherlands.
<b>Unforeseen expenses</b>	are the reasonable extra expenses an <i>insured person</i> necessarily has to incur due to an unexpected situation or <i>event</i> .
<b>Valuable luggage</b>	is the following <i>luggage</i> : <ul style="list-style-type: none"><li>• photo, film, video or sound equipment;</li><li>• computer equipment, mobile phones, smartphones, smartwatches or tablets;</li><li>• designer bags;</li><li>• personal jewellery, cash, glasses, sunglasses or contact lenses.</li></ul>
<b>We</b>	are ABN AMRO Schadeverzekering N.V.
<b>Winter sports</b>	are sports on ice or snow that <i>you</i> engage in during a winter sports holiday.
<b>Winter sports equipment</b>	is all the things an <i>insured person</i> needs to engage in <i>winter sports</i> .
<b>You</b>	are the person given as the policyholder on the policy. This person has taken out the insurance and must pay the premium.

## **Clauses Terrorism cover**

### **Version 23 november 2007 (Dutch text is leading)**

## **Article 1 / Definitions**

**Where they appear in this clauses sheet and the provisions based thereupon, the following terms shall, unless otherwise stipulated, be understood to mean:**

### **1.1 Terrorism:**

Any violent act and/or conduct – committed outside the scope of one of the six forms of acts of war as referred to in Article 3:38 of the Financial Supervision Act [Wet op het financieel toezicht] - in the form of an attack or a series of attacks connected together in time and intention as a result whereof injury and/or impairment of health, whether resulting in death or not, and/or loss of or damage to property arises or any economic interest is otherwise impaired, in which case it is likely that said attack or series - whether or not in any organisational context - has been planned and/or carried out with a view to effect certain political and/or religious and/or ideological purposes.

### **1.2 Malevolent contamination:**

The spreading (whether active or not) - committed outside the scope of one of the six forms of acts of war as referred to in Article 3:38 of the Financial Supervision Act - of germs of a disease and/or substances which as a result of their (in)direct physical, biological, radioactive or chemical effect may cause injury and/or impairment of health, whether resulting in death or not, to humans or animals and/or may cause loss of or damage to property or may otherwise impair economic interests, in which case it is likely that the spreading (whether active or not) - whether or not in any organisational context - has been planned and/or carried out with a view to effect certain political and/or religious and/or ideological purposes.

### **1.3 Precautionary measures:**

Any precautionary measures taken by the authorities and/or insured parties and/or third parties in order to avert the imminent risk of terrorism and/or malevolent contamination or – if such peril has manifested itself – to minimise the consequences thereof.

### **1.4 Dutch Terrorism Risk Reinsurance Company [Nederlandse Herverzekeringmaatschappij voor Terrorisemeschaden N.V.] (NHT):**

A reinsurance company incorporated by the Dutch Association of Insurers, to which any liability to pay compensation under any insurance contract which may arise from the manifestation of the risks referred to in Articles 1 (1), 1 (2), and 1 (3), may be ceded.

### **1.5. Insurance contracts:**

- a. Non-life insurance contracts insofar as they pertain to risks situated in the Netherlands in accordance with the provisions of Article 1 (1) (p) of the Financial Supervision Act..
- b. Life insurance contracts insofar as they are entered into with a policyholder whose regular residence is in the Netherlands, or, if the policyholder is a legal entity, with the establishment of the legal entity to which the insurance contract pertains, whose registered office is in the Netherlands.
- c. Funeral in kind insurance contracts insofar as they are entered into with a policyholder whose regular residence is in the Netherlands, or, if the policyholder is a legal entity, with the establishment of the legal entity to which the insurance contract pertains, whose registered office is in the Netherlands.

### **1.6 Insurers authorized in the Netherlands:**

Life, funeral in kind and non-life insurers who are authorized by the Financial Supervision Act to carry on the insurance business in the Netherlands.

## Article 2 / Limitation of the cover for the terrorism risk

### 2.1

If and insofar as, subject to the descriptions contained in articles 1 (1), 1 (2), and 1 (3), and within the limits of the applicable policy conditions, cover is provided for the consequences of an event which is (directly or indirectly) related to:

- Terrorism, malevolent contamination or precautionary measures,
- Any act or conduct in preparation for terrorism, malevolent contamination or precautionary measures,

hereinafter to be collectively referred to as ‘the terrorism risk’, the liability to pay compensation on the part of the insurers in respect of any submitted claim to indemnity and/or benefit, shall be limited to the amount of the payment which the insurer receives in respect of said claim under the reinsurance of the terrorism risk with the NHT, in the event of an insurance with wealth creation increased by the amount of the wealth creation which has been realized under the insurance in question. With regard to life insurances the amount of the realized wealth creation shall be set at the premium reserve to be adhered to pursuant to the Financial Supervision Act with respect to the insurance in question.

### 2.2

The NHT shall provide reinsurance cover for the aforementioned claims up to a limit of liability of EUR 1 billion in respect of any one calendar year. The aforementioned sum shall be eligible for annual adjustment and shall apply to all insurers associated with the NHT together. Any adjustment shall be announced in three national newspapers.

### 2.3

Contrary to the provisions contained in the aforementioned paragraphs of this article, the limit of indemnity under this contract with respect to any insurance pertaining to:

- loss of or damage to immovable property and/or the contents thereof;
- consequential loss due to loss of or damage to immovable property and/or the contents thereof, shall not exceed EUR 75 million in respect of any one policyholder and any one insured location per annum for all participating insurers as referred to in article 1 together, irrespective of the number of policies issued. For the application of this paragraph insured location shall be understood to mean: all objects insured by the policyholder existing at the address of premises to which the insurance applies, as well as all objects insured by the policyholder located outside the address of premises to which the insurance applies whose use and/or purpose is in relation to the business activities at the address of premises to which the insurance applies. As such shall in any case be considered all objects insured by the policyholder which are located at a distance of less than 50 metres from each other and of which at least one is situated at the address of premises to which the insurance applies. For the application of this paragraph it shall be provided that, with regard to legal entities, companies and partnerships which are joined in a group, as referred to in Section 2 (24) (b) of the Netherlands Civil Code, all group companies together shall be regarded as one policyholder, irrespective of which group company(ies) belonging to the group has/have taken out the policy(ies).

## Article 3 / Payment Protocol NHT

### 3.1

The reinsurance of the insurer with the NHT shall be subject to the Claims Settlement Protocol (hereinafter to be referred to as the Protocol). On the basis of the provisions laid down in said Protocol, the NHT shall be entitled to defer any payment of indemnity or the sum insured until such time as the NHT is able to determine whether and to which extent it has at its disposal sufficient financial resources in order to settle in full all claims for which the NHT provides cover in its capacity as reinsurer. Insofar as the NHT is found not to have sufficient financial resources at its disposal, it shall be entitled in accordance with the provisions in question to pay a partial compensation to the insurer.

### 3.2

The NHT shall, with due regard for what has been stated in provision 7 of the Protocol, be authorized to decide whether an event in connection with which a claim to compensation is made should be considered as a consequence of the manifestation of the terrorism risk. Any decision taken to that effect and in accordance with the aforementioned provision by the NHT shall be binding upon the insurer, policyholder, insured parties, and the parties entitled to compensation.

### 3.3

Not until the NHT has notified the insurer of the amount, whether as an advance or not, which will be paid in respect of any one claim to compensation, shall the insured or the party entitled to the payment be entitled to lay claim to the payment as referred to in article 3 (1) in this respect towards the insurer.

### 3.4

The reinsurance cover by the NHT shall pursuant to provision 16 of the Claims Settlement Protocol only apply to claims for indemnity and/or benefit which are reported within two years after the NHT has established that a certain event of circumstance is regarded as a manifestation of the terrorism risk within the context of this Clauses Sheet.

Clauses sheet Terrorism Cover

Dutch Terrorism Risk Reinsurance Company

[Nederlandse Herverzekeringmaatschappij voor Terrorismeschaden N.V.]

(NHT)

This Clauses Sheet was filed with the Chamber of Commerce in Amsterdam on 23 November 2007 under unaltered number 27178761.